

AZ AG Contract No. KR922819TRN
AZ File: JPA 92-128
AZ Project: IM-8-1(97)/H3618 01C
CA File: #8-713
CA Project: 11-IMP-8 R96.6/R96.8
11-028471
Section: I-8 & B-8 Bridges
Construct Seismic Retrofit

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE STATE OF CALIFORNIA

THIS AGREEMENT is entered into 14 September, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION ("Arizona") and the
STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF
TRANSPORTATION ("California").

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes
Section 28-108 and 28-114 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. California is empowered by Government Code 6500 to
enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of the State.

3. For the safety and benefit of the traveling public,
California and Arizona desire to participate in the
construction of seismic retrofit improvements to the three (3)
highway bridge structures and substructures over the Colorado
River on California Route 8/Arizona Route 8 near Yuma, Arizona,
at an estimated cost of \$1,332,240.00, hereinafter referred to
as the Project.

4. The parties hereto agree that California will be the
lead agency in the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18002</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/14/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Dicky D. Greenewald</u>

II. SCOPE OF WORK

1. California will:

a. In accordance with with that certain agreement known as Arizona AG Contract No. KR911724TRD and filed under Arizona Secretary of State No. 16072 dated 1 October 1991 (Exhibit C hereto), provide design plans, specifications, and such other data, documents and services necessary for construction bidding and construction of the Project. Incorporate Arizona's review comments.

b. Call for bids and, if within ten percent (10%) of the construction estimates (Exhibit B hereto), award one or more construction contracts for the Project. (If the low acceptable bid is ten percent (10%) over the construction estimates, obtain the written concurrence of Arizona prior to award.) Administer same and make all payments to the contractor(s). Obtain the written concurrence of Arizona on any contractor(s) modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to California.

c. Be responsible for fifty percent (50%) of the costs of the Project construction for the Colorado River Bridge (No. 58-286), including construction engineering, estimated at \$244,000.00.

d. Be responsible for forty percent (40%) of the costs of the Project construction for the Colorado River Viaduct (No. 58-312R and 58-312L), including construction engineering, estimated at \$337,700.00.

e. Invoice Arizona, no more often than monthly, for Arizona's share of the cost of the Project, estimated at \$750,540.00, as necessary to amortize construction of the Project.

f. Upon completion, approve and accept the Project on behalf of the parties hereto.

2. Arizona will:

a. Provide California, at no cost, such data and information as is reasonably available to assist in the construction of the Project. Review the bid documents and provide concurrence to California.

b. Be responsible for fifty percent (50%) of the costs of the Project construction for the Colorado River Bridge (No. 58-286), including construction engineering, estimated at \$244,000.00.

c. Be responsible for sixty percent (60%) of the costs of the Project construction for the Colorado River Viaduct (No. 58-312R and 58-312L), including construction engineering, estimated at \$506,540.00.

d. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to Arizona.

e. Upon receipt and approval of monthly invoices, reimburse California as expediently as normal accounting procedures permit, but in no event exceed thirty (30) days, in an amount estimated at \$750,540.00.

III. MISCELLANEOUS PROVISIONS

1. Maintenance of the Project shall be accomplished in accordance with that certain intergovernmental agreement known as Arizona AG Contract No. KR87-1816 and filed under Arizona Secretary of State No. 12312 dated 26 August 1987 which is attached hereto as Exhibit A and made a part hereof.

2. This agreement is subject to the appropriation and availability of funds of the respective parties hereto, and shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon final approval by the California Department of Transportation and filing with the Arizona Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of Arizona State employees.

5. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit and record retention are applicable to this contract.

6. California shall provide a claims process acceptable to California and Arizona, and shall process any and all claims through said process. Said claims process shall include a provision for arbitration.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

California Department of Transportation
District 11, Design D
P.O. Box 85406
San Diego, CA 92186-5406

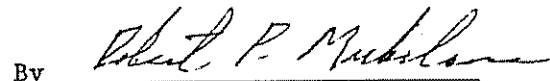
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of their respective State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

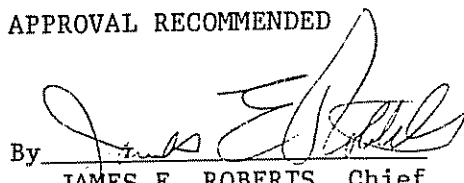
STATE OF CALIFORNIA
Department of Transportation
James Von Loben Sels, Director

By 
JESUS GARCIA
District Director of
Transportation


STATE OF ARIZONA
Department of Transportation

By 
ROBERT P. MICKELSON
Deputy State Engineer

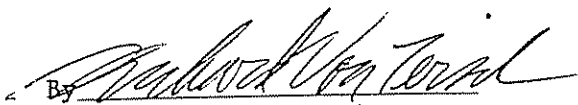
APPROVAL RECOMMENDED

By 
JAMES E. ROBERTS, Chief
Division of Structures

APPROVED AS TO FORM
AND PROCEDURE

By 
Attorney, California
Department of Transportation


CERTIFIED AS TO FUNDS
AND PROCEDURE

By 
California District
Accounting Officer

RESOLUTION

BE IT RESOLVED on this 19th day of November 1992, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the State of California for the purpose of defining responsibilities for the construction of seismic retrofit improvements to the Colorado River bridge structures (3) on I-8 and B-8 near Yuma.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for JAMES S. CREEDON
Acting Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2819-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this *8th* day of September, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

AG. CONTRACT NO. 16K87-1816

IGA 87-82

Director's File No. 87180-0019
ADOT Contract No. 87-0502INTERGOVERNMENTAL AGREEMENT
STATES OF ARIZONA AND CALIFORNIA

6076

THIS AGREEMENT, ENTERED INTO pursuant to Arizona Revised Statutes 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its Department of Transportation, referred to herein as ARIZONA and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as CALIFORNIA.

RECITALS

1. ARIZONA and CALIFORNIA mutually own and maintain six highway bridge structures over the Colorado River as follows:
 - a. On Interstate Route 40 near Topock
 - b. On Route 62 (California)/95 (Arizona) near Parker
 - c. On Interstate Route 10 near Blythe
 - d. On Winterhaven Drive/4th Avenue at Yuma
 - e. On Interstate Route 8 at Yuma (two structures)
2. ARIZONA and CALIFORNIA mutually desire to specify the terms and conditions under which said structures are to be repaired and maintained.
3. ARIZONA is empowered by Arizona Revised Statute 28-114 to enter into this Agreement.
4. CALIFORNIA is empowered by Streets and Highways Code 94 and 131 to enter into this Agreement.

SECTION I

CALIFORNIA AGREES:

1. To conduct inspections of said bridges at regular intervals. ARIZONA will be notified at least two weeks in advance of such inspections in order that ARIZONA may have a representative present to participate, if desired.
2. To prepare a separate Bridge Report for each individual structure and forward a copy of same to ARIZONA.

NO. 12312
FILED WITH SECRETARY OF STATE
Date Filed 8-26-87
[Signature]
Secretary of State

3. To perform maintenance and repair work on said structures as necessary in accordance with SECTION III (6) and (8) hereinunder or as mutually agreed upon in accordance with SECTION III (7) hereinunder.
4. To assume 1/2 of the costs of all maintenance and/or repair work performed pursuant to this Agreement.

SECTION II

ARIZONA AGREES:

1. To reimburse CALIFORNIA for 1/2 of the costs of maintenance and/or repair and any related engineering work performed pursuant to this Agreement. Said reimbursement shall be made promptly upon receipt of billing therefore.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of ARIZONA under the terms of this Agreement are subject to the appropriation and allocation of resources by the Arizona Legislature and/or the State Transportation Board.
2. All obligations of CALIFORNIA under the terms of this Agreement are subject to the appropriation of resources by the California Legislature and allocation of resources by the California Transportation Commission.
3. If ARIZONA advises CALIFORNIA within thirty (30) days of receipt of any Bridge Report of an objection or suggestion concerning any proposed work recommended in said report, ARIZONA and CALIFORNIA shall make a good-faith endeavor to arrive at a mutually agreeable course of action.
4. In the absence of timely objection or suggestion concerning work recommended in a Bridge Report, and where the estimated cost of all of said work does not exceed the sum of ten thousand dollars (\$10,000), CALIFORNIA will proceed with such work.
5. Where the estimated cost of all work recommended in a Bridge Report exceeds the sum of ten thousand dollars (\$10,000), then such work shall not be performed until ARIZONA and CALIFORNIA have agreed in writing to a mutually acceptable course of action.

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6. In addition to work recommended by a Bridge Report, such maintenance work as in the judgment of CALIFORNIA's representative(s) is necessary to preserve the structure in good operating condition and to prevent deterioration thereof shall be performed from time to time by CALIFORNIA's maintenance forces; provided, however, that the cost of such work on any single bridge shall not exceed the sum of three thousand dollars (\$3,000) in any one calendar month except that work not exceeding \$6,000 in any one calendar month may be performed upon written authorization by ARIZONA.
7. The cost of any work referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with CALIFORNIA's standard accounting procedures.
8. The parties to this Agreement shall each furnish to the other party the names, titles, addresses and business telephone numbers of those individuals functioning as that State's representatives pursuant to this Agreement and to promptly provide notification of any changes.
9. Nothing contained herein is intended to affect or change in any way the responsibilities of each of the parties to this Agreement for maintaining in a condition safe for the public such portions of said bridges as lie within their respective geographical limits.
10. This Agreement shall remain in full force and effect until terminated in writing by mutual consent or by ninety (90) days written notice by either party to this Agreement to the other.
11. This Agreement supersedes any agreement(s) previously entered into by the parties hereto for maintenance and/or repair of the subject bridges.
12. Each party, to the extent legally possible, shall hold harmless the other for any and all liability caused by its employees. In the case of joint liability each party shall have the right of contribution against the other for the other's share of liability caused by its employees.
13. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor of Arizona pursuant to Arizona Revised Statutes, Section 38-511.
14. Each party will provide written verification of their authority to enter into this agreement which documentation is attached hereto as Exhibit A and B.

Page 4

15. The attorneys for the parties shall provide written documentation that the Agreement is in proper form and within the powers and authority granted to their clients by the law of their respective state.
16. This Intergovernmental Agreement shall be filed with the Arizona Secretary of State and shall not become effective until the date of said filing.
17. The parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the sole relief sought is monetary damages of \$15,000 or less, exclusive of interest and costs.
18. Books of account, reports, files and other records relating to the contract will be open and subject to review as provided in Arizona Revised Statute Section 35-214.

STATE OF CALIFORNIA
Department of Transportation

Leo J. Trombatore
SIGNATURE

Leo J. Trombatore
NAME PRINTED

Director of Transportation
TITLE

June 26, 1987
DATE

STATE OF ARIZONA
Department of Transportation

A. J. Judd
SIGNATURE

A. J. JUDD
NAME PRINTED

Chief Deputy State Engineer
TITLE

July 20, 1987
DATE

APPROVED AS TO FORM AND PROCEDURE

William B. B...
ATTORNEY
DEPARTMENT OF TRANSPORTATION

/01121

CERTIFIED AS TO FUNDS AND PROCEDURE

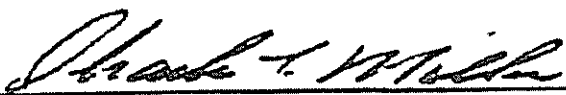
Leo J. Trombatore
District Accounting Officer

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Director's File No. 87180-0019
ADOT Contract No. 87-0502
Attachment A

RESOLUTION

BE IT RESOLVED on this date, July 21, 1987, I,
CHARLES L. MILLER, the below undersigned Director, Department of
Transportation, have determined that it is to the advantage of the
State of Arizona that the Department of Transportation enter into a
Intergovernmental Agreement with the State of California
Transportation Department, for the purpose of establishing
respective maintenance and repair responsibilities for six (6)
Colorado River bridge structures.



CHARLES L. MILLER, Director
Department of Transportation

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Director's File No. 87180-0019

Document No. ADOT 87-0502

Attachment B

RESOLUTION

BE IT RESOLVED on this date, June 26, 1987, I, LEO J. TROMBATORE, the below undersigned Director, Department of Transportation, have determined that it is to the advantage of the State of California that the Department of Transportation, enter into a Intergovernmental Agreement with the State of Arizona Transportation Department, for the purpose of establishing respective maintenance and repair responsibilities for six (6) Colorado River bridge structures.



LEO J. TROMBATORE, Director
Department of Transportation

Director's File No. 87180-0019
ADOT Contract No. 87-0502
Attachment C

INTERGOVERNMENTAL AGREEMENT

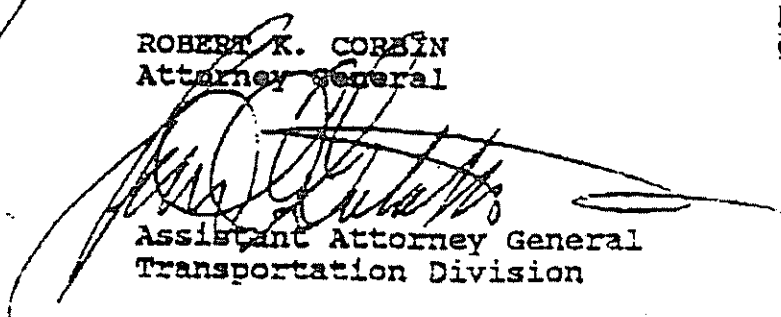
DETERMINATION

A. G. Contract No. KR87-1816 which is an agreement between public agencies, has been reviewed pursuant to A.R.S. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that is is in the proper form and is within the powers and authority granted to the State of Arizona

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24 day of Aug, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division

/01122

7521

CALIFORNIA/ARIZONA BRIDGES COST ANALYSIS				
NAME OF STRUCTURE	TOTAL CONSTRUCTION COST CAL PORTION/ARIZ PORTION	TOTAL CONSTRUCTION ENGINEERING(22%)* CAL PORTION/ARIZ PORTION	TOTAL COST CAL PORTION/ARIZ PORTION	
COLORADO RIVER VIADUCT RT BRIDGE# 58-312R	\$325,000 \$130,000/\$195,000 (40%)/(60%)	\$71,500 \$28,600/\$42,900 (40%)/(60%)	\$396,500 \$158,600/\$237,900 (40%)/(60%)	
COLORADO RIVER VIADUCT LT. BRIDGE# 58-312L	\$367,000 \$146,800/\$220,200 (40%)/(60%)	\$80,740 \$32,300/\$48,440 (40%)/(60%)	\$447,740 \$179,100/\$268,640 (40%)/(60%)	
COLORADO RIVER BRIDGE (4TH AVE) BRIDGE# 58-286	\$400,000 \$200,000/\$200,000 (50%)/(50%)	\$88,000 \$44,000/\$44,000 (50%)/(50%)	\$488,000 \$244,000/\$244,000 (50%)/(50%)	
TOTALS:	\$1,092,000 \$476,800/\$615,200	\$240,240 \$104,900/\$135,340	\$1,332,240 \$581,700/\$750,540	

*22% INCLUDES OVERHEAD

11-IMP-3
R96.6/R96.8
Agreement No. 11-0447

AZ AG No.: KR91-1724TRD
ECS No.: JPA 91-76
AZ Proj. No.: N-900-696
999 SW 000 H 3125 01 D

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE STATE OF CALIFORNIA

THIS AGREEMENT is entered into 1 October, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION ("Arizona") and the STATE
OF CALIFORNIA, acting by and through its DEPARTMENT OF
TRANSPORTATION ("California").

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. California is empowered by Government Code 6500 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the State.
3. California and Arizona desire to participate in the determination of a seismic retrofit strategy for the Colorado River Bridges on Interstate 8 and the Fourth Avenue Bridge over the Colorado River at Yuma, at an estimated cost of \$200,000, for the benefit of the motoring public. The parties hereto agree that California will be the lead agency in determining the seismic retrofit strategy.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 16072
FILED WITH SECRETARY OF STATE
Date Filed 12/01/91
Richard H. Johnson
Secretary of State
By W. J. Gammeter

II. SCOPE OF WORK

1. California will:

- a. Obtain all information required for a dynamic analysis, including a soils report, if necessary.
- b. Perform a dynamic analysis for each structure.
- c. Submit a preliminary retrofit strategy to Arizona for review. Incorporate Arizona's review comments.
- d. Prepare and approve a Project Scope Summary Report that recommends a retrofit strategy for each bridge and estimates a construction cost.
- e. Pay for fifty percent (50%) of the actual costs to determine a retrofit strategy, estimated at \$100,000.
- f. Invoice Arizona, no more often than monthly, for its fifty percent (50%) share of the actual costs to determine a retrofit strategy.
- g. Prepare a Project progress report on a schedule to coincide with invoices to Arizona, but at least monthly, to inform Arizona of the general progress of the Project.

2. Arizona will:

- a. Provide California, at no cost, such data and information as is reasonably available to assist in the retrofit strategy determination.
- b. Participate in retrofit strategy meetings.
- c. Review the preliminary retrofit strategy and provide comments.
- d. Pay for fifty percent (50%) of the actual costs to determine a retrofit strategy, estimated at \$100,000.
- e. Reimburse California within five (5) working days after receipt and approval of each invoice, or as expediently as normal accounting procedures permit, but in no case shall this period exceed 30 days.

III. MISCELLANECUS PROVISIONS

1. This agreement is subject to the appropriation and availability of funds of the respective parties hereto, and shall remain in force and effect until completion of retrofit strategy determination and reimbursements; provided, however, that this agreement may be canceled at any time prior to the award of a contract to implement the strategy report, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Arizona Secretary of State, and upon final approval by the California Department of Transportation.
3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. California reserves the right to perform any portion of its responsibilities under this agreement by contracting with a qualified consultant engineering firm.
6. California shall provide a claims process acceptable to California and Arizona, and shall process any and all claims through said process. Said claims process shall include a provision for arbitration. Any additional payments authorized as a result of the claims process will be shared equally by California and Arizona.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E, Mail Drop 616E
Phoenix, AZ 35007

California Department of Transportation
District 11, Design D
P.O. Box 35406
San Diego, CA 92186-6506

8. California and Arizona agree to cooperate in entering into another agreement, after the retrofit strategy is determined, to address the final design, construction, and maintenance of this retrofit work.

9. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

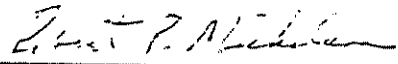
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF CALIFORNIA
Department of Transportation

STATE OF ARIZONA
Department of Transportation

A. A. PIERCE
Interim Director of Transportation

By 
Chief Deputy District Director

By 
ROBERT P. MICKELSON
Deputy State Engineer

APPROVAL RECOMMENDED

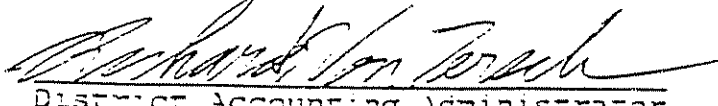
 For
JAMES E. ROBERTS, Chief
Division of Structures

6877

APPROVED AS TO FORM AND PROCEDURE:


Attorney, Department of Transportation

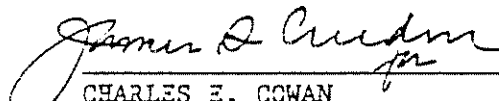
CERTIFIED AS TO FUNDS AND PROCEDURE:


District Accounting Administrator

RESOLUTION

BE IT RESOLVED on this 12th day of August 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the State of California for the purpose of defining responsibilities for the joint participation in a study to determine a strategy for seismic retrofit of the bridges over the Colorado river on I-8 and Fourth Avenue at Yuma.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



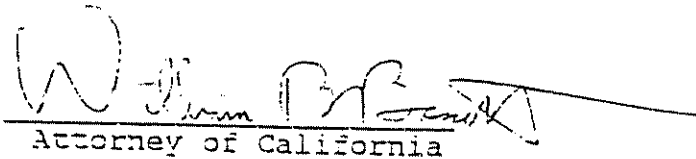
CHARLES E. COWAN
Director

6127

APPROVAL OF THE CALIFORNIA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CALIFORNIA DEPARTMENT OF TRANSPORTATION and declare this agreement to be in proper form and within the powers and authority granted to California under the laws of the State of California.

DATED this 30th day of August 1991.


Attorney of California

6127



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXXXXXXXX~~
Robert A. Woods

91-16

INTERGOVERNMENTAL AGREEMENT

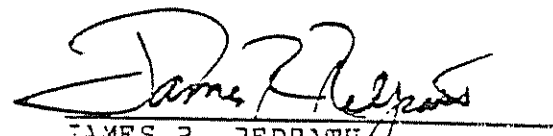
DETERMINATION

A. G. Contract No. KR91-1724TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of September, 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATE
Assistant Attorney General
Transportation Section